Connecticut College Guidelines for Filming and Photography on Campus Updated Sept. 8, 2023

Connecticut College will consider cooperating in commercial, documentary and other film and photography projects if they are compatible with the College's mission and don't disrupt educational and business operations. Prior to the project's start, permission for such projects must be granted by Conn's Office of Marketing and Communications and the Office of Advancement and College Events.

(Requests for wedding photography and other events are handled by the <u>Office of Advancement and</u> <u>College Events</u>).

The final signed contract between the College and contractor constitutes the entire Agreement. All changes to this Agreement must be in writing and signed by both parties.

Below is a summary of key points in the Agreement:

- **Submitting Requests:** Contractors must submit a <u>filming request form</u>, including a project outline, script and proposed dates, at least 45 days before the desired shooting dates.
- **Contract:** The College will evaluate the request and, if approved, will provide the contractor with a written contract prior to the project's start. The contract will contain a waiver of liability and indemnification provisions, location fees, necessary use permits, damage deposit and insurance coverages naming the College as an additional insured. In addition, each project must undergo a safety review by the College's Campus Safety Department and Facilities Division before any project begins. The College reserves the right to terminate contract negotiations at any time.
- Fees: The contractor shall pay to the College a fee of \$1,000 a day for general use of space costs. Additional fees, due prior to filming, will be based on the project's nature, duration and other factors. A cost estimate will be provided in advance of the filming date. The fees will be refunded in event the College has to cancel the contract due to the space becoming unavailable or other issues.
- **Insurance requirements:** The contractor must provide a certificate of insurance as outlined below:
 - The certificate must name Connecticut College as "additional insured on a primary and non-contributing basis" and include the following minimum requirements:
 - Comprehensive general commercial liability insurance with limits of no less than \$1 million for each occurrence and \$2 million annual aggregate.
 - All required insurance shall name "The Trustees of Connecticut College, its agents, its employees and its assigns" as additional insureds and shall contain a clause requiring written notice to the College 30 days prior to the cancellation, non-renewal or material modification of said insurance as evidenced by return receipt of U.S. certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of this section.
 - If a vehicle(s) will be used in filming: Business Auto Liability with limits of at least \$1 million for each accident, including coverage for liability arising out of owned, leased, hired and non-owned automobiles.

- For companies (excluding individuals or nonprofits) Workers' Compensation and Employers Liability insurance limits of at least \$500,000 per accident for bodily injury and \$500,000 each for employee injury by disease.
- A photocopy of the lessee's insurance policy does not constitute proof of insurance. The certificate of insurance must be issued through the broker or carrier.
- To the fullest extent permitted by law, the contractor will indemnify and hold harmless Connecticut College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against claims, government action, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from its performance under this Agreement, including the acts of its employees, whether or not caused in part by parties indemnified herein. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Agreement.
- **Review of scripts and film:** All scripts must be submitted to the College for review before a request to film on campus will be approved and filming begins. The College also reserves the right to view the film before it is advertised/promoted/released at least four weeks prior to its public release.
- Walk-through: The contractor agrees to a walk-through to review planned filming activities and logistics no later than 48 hours prior to the start of filming. The walk-through must include the production company's main contacts and a representative from the Office of Marketing and Communications.
- Non-discrimination: Contractor shall not discriminate or permit discrimination against any persons on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin, visible or invisible handicap, status as a disabled veteran or veteran of the Vietnam era, or in any manner prohibited by laws of the United States or the State of Connecticut.
- Visual Identity: The College's name may not be used in the script or in publicity about a project without written permission. All scripts and photos are subject to approval by the College prior to any filming or photography. Identifiable buildings, landmarks, trademarks and logos may not be used unless specifically permitted. Precaution must be taken to ensure the College does not appear to endorse commercial ventures, political candidates or other causes or organizations. Filming and photography on campus must follow the College's <u>Visual Identity Guide</u>. If approved for use, the College name, logo and identifying iconography and images may not be altered.
- **Promotional Purposes:** Film and photos intended for use in promotional materials by vendors, contractors, architects or others must be submitted for review and approval by the Office of Marketing and Communications. No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark or other designation of any other party hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional or any other activities or context. This prohibition extends to the visibility of Connecticut College marks in the film that is the subject of this Agreement.
- **Supervision:** The College will name a project supervisor to be present at all times during filming to ensure Contractor is complying with all aspects of the Agreement.
- **Consent:** The contractor must obtain prior consent in the form of a signed waiver from anyone who is filmed or photographed and respect the wishes of those who do not want to be filmed or photographed.

- Background check: The Contractor must certify in writing to the College that prior to its officers, employees, agents or guests' arrival on campus, a criminal background check and check of the National Sex Offender Registry and the Connecticut Sex Offender Registry will be conducted on all who may be present during filming on the campus of Connecticut College.
- **Conduct:** Contractors, their agents, participants and guests must abide by all federal, state and local laws and regulations and by the College's rules, regulations and directions of Conn's Campus Safety and other College officials. Additionally, all representatives of the contractor will wear a badge while on College property, except when appearing in filming footage; confine activities to the designated location; keep noise to a minimum so as not to disrupt academic activity; refrain from inappropriate language and disruptive behavior; and dispose of all debris in proper receptacles.
- **Smoking:** Contractor understands and agrees that smoking is not permitted in any building on the campus.
- **Furniture/facilities:** Contractor acknowledges that access privileges do not grant permission to move any furniture or items, nor to modify any of the existing facilities. Requests to move items must be approved by the Office of Marketing and Communications, and all items must be returned to their original locations before a crew leaves campus.
- **Electricity:** Electrical outlets will be provided up to a safe amperage load, based on the capacity of facility circuits. If equipment used by the contractor exceeds normal limits, generators must be provided at the crew's expense.
- **Parking:** The College reserves the right to control the number of vehicles permitted on campus. Vehicles belonging to the contractor will only be parked in areas designated by the College. Parking in fire lanes, private drives or on sidewalks is not permitted for an extended period of time.
- Policy on Unmanned Aerial Vehicles (Drones): The use of unmanned aerial vehicles (UAVs) for filming must be requested and approved prior to filming on campus. Additional permission must be secured from the <u>FAA</u> and Connecticut College's <u>Department of Campus Safety</u>. If approved, Connecticut College reserves the right to impose restrictions or conditions on their use. *Note:* The Connecticut College campus is within the aircraft operation area for the Groton Municipal Airport. Appropriate clearances for UAV fight plans must be secured through these agencies.
- **Cancellation:** The College reserves the right to cancel or reduce the period of access due to unforeseen causes.

For further information, please contact John Cramer, vice president for Marketing and Communications, at <u>icramer@conncoll.edu</u> or <u>communications@conncoll.edu</u>